

REMARKS

Applicant respectfully requests favorable reconsideration of this application, as amended.

Claims 1-60 have been previously cancelled. Claims 62 and 64 have been amended. No new matter has been added.

Examiner Interview

The applicant thanks the Examiner for the courtesy shown during the telephonic interview conducted on September 13, 2010. The rejections to the claims were discussed and potential claim amendments were discussed.

Response to the Office Action.

In the Final Office Action, claims 61-64 were rejected under 35 U.S.C. § 112, second paragraph, as allegedly being indefinite. The Examiner indicated that claims were allowable over the prior art and that claims 61-64 would be allowable if rewritten or amended to overcome the rejection under 35 U.S.C. § 112.

Claim 62 has been amended to recite that at least one of the conveyor belts is length-modifiable. Support for this amendment may be found in paragraph [0037] (as numbered in the printed application). Further paragraphs [0027] and [0031] (as numbered in the printed application) describe various conveyors being length modifiable.

Claim 64 has been amended as suggested by the Examiner. It is believed that the amendments to claims 62 and 64 resolve the examiner's concerns with respect to these claims.

Claim 61 has not been modified, as the applicant respectfully disagrees that claim 61 is indefinite. The Office Action on page 2, states that "it is not clear if applicant is claiming [that]

the intermediate conveying assembly is mounted within the aircraft or not.” Where the conveying assembly is mounted is not relevant to the claim. Claim 61 does not limit where the conveying assembly is mounted.

Claim 61 recites that “an intermediate conveyor, is disposed within a cargo hold of an airplane.” The Office Action alleges that the term “disposed” is ambiguous. The applicant respectfully disagrees. At least a part of an intermediate conveyor is either disposed within a cargo hold of an airplane or it is not. There is no ambiguity as to what is being claimed.

The only reason offered in the Office Action of why the term “disposed” is ambiguous relates to the irrelevant issue of where the conveying assembly is mounted. The Office Action appears to take exception to the idea that claim 61 can read on conveyor mounted in the aircraft and/or conveyors that are ground based. Even if this is true, such a condition does not render a claim indefinite. At best, it merely means the scope of the claim is broad. A broad reading of claim 61 is supported by the specification. The specification supports and describes both aircraft mounted and ground based conveyors. See, for example paragraphs [0018] and [0020] as numbered in the printed publication for the present application.

If, as the Examiner contends, claim 61 reads on two situations, situation A or situation B this does not make claim 61 indefinite. Claiming alternatives such as A or B are explicitly, by law, permitted in claims. See MPEP 2173.05(h) II.

It appears that the Office Action has mistaken breadth for indefiniteness. Simply because a claim reads on A and B does not make the claim indefinite. See MPEP 2173.03 and 2173.05(h). In fact, the MPEP specifically states that even if the claim is broad (for example may read on multiple things), if the scope of the claim is clear, (for example it may read on both A and B) the claim complies with 35 U.S.C. 112. See MPEP 2173.03. Thus, if the scope of the

claim clearly reads on both A and B, then the scope of the claim is broad and the claim reads and both A and B. Such a claim is not indefinite.

For at least these reasons, the Applicants respectfully request that the rejections to claim 61-64 be withdrawn.

In view of the foregoing, it is respectfully submitted that the application is in condition for allowance. If it is believed that the application is not in condition for allowance, the Examiner is requested to contact the undersigned attorney if it is believed that such contact will expedite the prosecution of the application.

In the event this paper is not timely filed, Applicant petitions for an appropriate extension of time. Please charge any fee deficiencies or credit any overpayments to Deposit Account No. 50-2036 with reference to Attorney Docket No. 77919.21900.

Respectfully submitted,

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